

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
R.F. LUSA & SONS SHEET METAL, INC.**

**FOR**

**Re-Roofing Services at the Lake County Agricultural Center**

**ITB # 16-0205**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and R.F. Lusa & Sons Sheet Metal, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid (ITB) #16-0205 seeking firms or individuals qualified to provide re-roofing services at the Lake County Agricultural Center; and

**WHEREAS**, CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**NOW, THEREFORE**, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

The foregoing recitals are true and correct and incorporated herein.

**Article 2. Purpose**

The purpose of this Agreement is for CONTRACTOR to remove and replace the existing roof covering the west and center sections of the Lake County Agricultural Center located at 1951 Woodlea Road, Tavares, Lake County, Florida 32778 (hereinafter referred to as the "Project"). The Contractor shall provide all required labor, material, permits, engineering, local and state inspections to provide a 100% completed Project.

**Article 3. Scope of Work**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials, permits, engineering, inspections and equipment to complete the Project in accordance with the Technical Specifications, attached hereto and incorporated herein as **Attachment A**, as modified or clarified by Addendum #1, dated November 2, 2015 and Addendum #2, dated November 10, 2015, attached hereto and incorporated herein by reference collectively as **Attachment B**. It is understood that the specifications may be modified by change order as the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the

parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these Policies and Procedures shall be made available to the CONTRACTOR upon request.

**3.2** The term of this Agreement shall commence upon the date of the Notice to Proceed and shall remain in effect until such time as the Project has been completed and accepted by the County's authorized representative. The terms of this Agreement will then remain in effect until completion of the expressed and/or implied warranty periods. The parties acknowledge that this is a project specific agreement and that the single Project shall be completed by the CONTRACTOR within **thirty (30) calendar days** after the Notice to Proceed is issued.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days shall be granted for rain delays.

**3.3** The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project.

**3.4** The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

**3.5** Although this Agreement identifies a specific facility to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this Agreement at the option of the County. When required by the pricing structure of the Agreement, the CONTRACTOR shall be invited to submit price quotes for these additional facilities. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR or for other reasons at the County's discretion. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility when such service is no longer required, upon fourteen (14) calendar days written notice.

**3.6** The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.8 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to this Agreement.

3.9 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project assigned to CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

#### **Article 4. Payment**

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.

4.2 CONTRACTOR shall submit progress invoice no later than the tenth (10<sup>th</sup>) of each month to Facilities and Fleet Management Department, 32400 C.R. 473, Leesburg, Florida 34788. All invoices shall contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Final invoices

shall include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

**4.3** The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

**4.4** In the event any part of this Agreement or the Project, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

#### **Article 5. County Responsibilities**

**5.1** COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Work, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

**5.2** COUNTY shall pay in accordance with the provisions set forth in this Agreement.

**5.3** COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

#### **Article 6. Construction Provisions**

##### **6.1 Intent of the Contract Documents.**

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, Scope of Work, specifications, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Project which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

**6.2 Errors and Omissions.** The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

**6.3 Contractor Personnel.**

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project and shall not again be employed on the Project without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold payment due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work subcontracted. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Project wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Project, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Project. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. If required by the COUNTY for the Project, the CONTRACTOR shall provide the COUNTY with a complete list of personnel, subcontractors, and representatives of the CONTRACTOR

that shall be utilized for the Project. The list shall include a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida identification card/valid passport/valid work visa. Background checks may be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR, on a Task by Task basis. At no time shall any person associated with the CONTRACTOR be granted access to perform work on COUNTY property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The CONTRACTOR must remove any employee, with access to COUNTY facilities, from COUNTY service who is convicted of a felony crime during the time this Agreement is in effect. Failure of the CONTRACTOR to obtain background checks if specified may result in termination of this Agreement. The COUNTY reserves the right to require immediate removal of any employee from COUNTY property it deems unfit for service for any reason. This right is non-negotiable and the CONTRACTOR agrees to this condition by accepting this Agreement. The CONTRACTOR shall have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

#### **6.4 Subcontractors.**

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

**6.5 Completion of the Scope of Services.** The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY.

**6.6 Emergencies.** The CONTRACTOR shall have a responsible person available at, or reasonably near, the Project on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

#### 6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate

responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The Contractor shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **PLEASE NOTE: If at any time the Contractor fails to clean up the work area to acceptable levels the County shall retain outside cleaning services and the actual costs for this service shall be deducted from the Contractor's final payment with the minimum cost of \$50.00 to offset County time for securing services to properly clean and inspect the site.**

H. CONTRACTOR shall confine all equipment, materials and operations to the Project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

I. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.



J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

**6.8 Underground Utilities.** Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The COUNTY shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

**6.9 General Inspection Requirements.**

A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR'S inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual Project.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

C. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken

by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

F. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

#### **6.10 Project Materials and Storage.**

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

#### **6.11 Time for Completion and Extensions.**

A. Purchase orders shall be issued for Project to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

#### **6.12 Changes in the Scope of Work.**

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work/technical specifications. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Specifications be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

#### **6.13 Claims and Disputes.**

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written

supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**6.14 Acceptance of the Work and Final Payment.** The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. **Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project is ready. The COUNTY shall notify the CONTRACTOR if necessary of any deficiencies with the Project, and the CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

B. **Maintenance of Work.** The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. **Final Acceptance.** When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) re-inspection fee shall be applied for the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under this Agreement has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this

Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. **Waiver of Claims.** The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. **Termination of Contractor's Responsibilities.** This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. **Recovery Rights Subsequent to Final Payment.** The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

#### **6.15 Warranties.**

A. All warranties shall begin on the date of the COUNTY'S acceptance and shall last for a period specified in the pricing schedule, plans or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

B. **Correcting Defects Covered Under Warranty.** The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products

or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

**6.16 Liquidated Damages.** Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Project continues. The Project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000 .....	\$ 91
\$20,000 or more but less than \$30,000 .....	\$121
\$30,000 or more but less than \$40,000 .....	\$166
\$40,000 or more but less than \$50,000 .....	\$228
\$50,001 or more .....	\$250

COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified, at the option of the COUNTY, may not permitted to perform work for the COUNTY until the Project is complete and the liquidated damages sum is satisfied.

**6.17 Sanitation.** If the Project does not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY'S Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

**6.18 Submittals and Equal Products.**

A. Submittals of products required for the Project assigned to the CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for

consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service shall be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR'S response. To ensure that sufficient information is available, the CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

**6.19 Fees.** The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, shall be deducted from the final invoices.

A. Failure to respond to emergency calls	\$250.00/day
B. Late to emergency calls	\$36.00/hour
C. Failure to provide documents or reports	\$75.00/day

Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project, shall additionally be charged back to the CONTRACTOR.

#### **Article 7. Special Terms and Conditions**

**7.1 Termination.** This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) calendar day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.



**7.2 Assignment of Agreement.** This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**7.3 Insurance.**

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

I. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

**7.4 Indemnity.** CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

**7.5 Independent Contractor.** CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.6 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

**7.7 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**7.8 Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**7.9 Retaining Other Contractors.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right

to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**7.10 Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

**7.11 Additional Services.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

**7.12 Right to Audit.** The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**7.13 Public Records.**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to

use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**7.14 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**7.15 Business Hours of Operation.** Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars

(\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

**7.16 Minimum Wage.** The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**7.17 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, if the Project is to be completed within COUNTY facilities, CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

**7.18 Risk of Loss.** CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

**7.19 Accident Notification.** If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

## **Article 8. Miscellaneous Provisions**

**8.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**8.2** Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**8.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**8.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**8.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**8.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**8.7** During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**8.8** CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

**8.9** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**8.10** With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**8.11** CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.



**8.12** The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

**8.13** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**8.14** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

R.F. Lusa & Sons Sheet Metal, Inc.  
c/o Robert Lusa  
P.O. Box 8068  
Lakeland, Florida 33802-8068

If to COUNTY:

County Manager  
County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800  
Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### **Article 9. Scope of Agreement**

**9.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**9.2** This Agreement contains the following Attachments, all of which are incorporated herein:

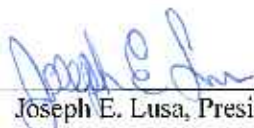
Attachment A	Technical Specifications
Attachment B	Addendum(s)
Attachment C	Pricing Schedule

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

#### **CONTRACTOR**

R.F. LUSA & SONS SHEET METAL, INC.

By: \_\_\_\_\_

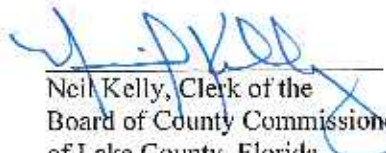
  
Joseph E. Lusa, President



License #: CCC041323

COUNTY


ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

  
Sean Parks  
Chairman

This 16<sup>th</sup> day of Jan, 2016.

Approved as to form and legality:

  
Melanie Marsh  
County Attorney

**ATTACHMENT A**

**TECHNICAL SPECIFICATIONS**

**West & Center Roof Replacement- Lake County Agricultural Center (40 pages)**

# TECHNICAL SPECIFICATIONS

West & Center Roof Replacement - Lake County Agricultural Center

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## SECTION 01010

### SUMMARY OF WORK

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

#### 1.2 SUMMARY OF WORK:

- A. This Project consists of the replacement of the existing roof system on the West and Center low-slope roof sections of the Lake County Agricultural Center located at 1951 Woodlea Road, Tavares, FL 32778.
- B. The Project includes but is not limited to the Work described below:
  - 1. Demolition
    - a. Remove existing gravel, flashings, roofing membrane, insulation, metal counterflashing, and accessories down to structural concrete deck.
  - 2. BASE BID: New Torch-Applied Modified Roofing Construction
    - a. Preparation of existing roof deck to receive new roofing assembly.
    - b. Installation of any components as required to receive new construction components, including but not limited to, roof insulation, roof membrane, flashings, and metal accessories.
    - c. Priming concrete deck and application of one-ply torch temp roof.
    - d. The installation of 1½" flat base layer of Polyisocyanurate insulation adhered in cold-process insulation adhesive.
    - e. The installation of tapered Polyisocyanurate insulation adhered in cold-process insulation adhesive.
    - f. The installation of Securock coverboard insulation adhered in cold-process insulation adhesive.
    - g. The installation of one ply of torch Base Sheet to Securock.
    - h. The installation of one ply of torch smooth top ply.
    - i. The installation of the 2-ply torch modified bitumen flashings.
    - j. The application of cold-process coal-tar flood coat and gravel.
    - k. The installation of additional guttering and downspouts on existing non-guttered edges of upper west roof area. Existing gutters and downspouts on upper west roof area shall remain. No gutters shall be installed on lower roof areas.
    - l. The installation of any metal flashings, copings, and accessories as is applicable.
- C. Safety Requirements
  - 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with the Lake County Government and OSHA safety requirements.
  - 2. Comply with federal, state and local and owner fire and safety requirements.
  - 3. Advise owner of work expected to be hazardous to employees and/or operations.
  - 4. Maintain proper fire extinguisher within easy access whenever power tools are being used.

5. ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED.

END OF SECTION

## **SECTION 06100**

### **ROUGH CARPENTRY**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all labor, equipment, and materials to install wood, nails, bolts, framing anchors, rough hardware and other items needed for rough Carpentry in this work.
- B. Install new wood nailers as required.
- C. Install new treated wood blocking as required.

##### **1.02 RELATED SECTIONS**

- A. Section 07220 – Roof and Deck Insulation
- B. Section 07500 – Preparation For Reroofing
- C. Section 07550 – Modified Bitumen Roofing Membrane
- D. Section 07600 - Flashing and Sheet Metal

##### **1.03 DELIVERY AND STORAGE**

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery.
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

##### **1.04 QUALITY ASSURANCE**

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: American Softwood Lumber Standards PS 20-70 by U.S. Department of Commerce.
- C. Plywood Standards: U.S. Product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.
- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions do not show actual lumber size required.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Construction Lumber: Standard Grade Douglass Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPB).
- B. Exterior Type Plywood: APA rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Curb, Etc. Pressure treated with water-borne preservatives to comply with AWPB LP-2. After treatment kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19% to 15%.
- D. Anchorage and Fastening: Proper type, size material and finish for each application.
- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joining. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify measurements and dimensions as shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

### **3.02 INSTALLATION**

- A. Provide decking, nailers, blocking, curbs, and sleepers where shown on the drawings or required for attachment of other work. Coordinate with location with other work involved.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrate in accordance with The Florida Building Code and all other applicable codes.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work.

**END OF SECTION 06100**

## **SECTION 07150**

### **PREPARATION FOR RE-ROOFING**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Remove existing roofing gravel, flashings, vent stack flashings, roofing membrane, insulation, drip edge and fascia metal, and accessories down to concrete decking.

##### **1.02 RELATED SECTIONS**

- A. Section 06100 - Rough Carpentry
- B. Section 07220 - Roof and Deck Insulation
- C. Section 07563 - Modified Bitumen Roof Membrane
- D. Section 07600 - Flashing and Sheet Metal

##### **1.03 ENVIRONMENTAL REQUIREMENTS**

- A. Do not remove roofing existing roofing membrane or decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continuous temporary protection prior to new roofing system.

##### **1.06 PROTECTION**

- A. Roofing Contractor is to be responsible for all mechanical, electrical and plumbing services required for the removal and re-installation of the new roof system.
- B. During execution of work covered by these specifications, the Contractor shall provide protection for equipment, materials, and personnel inside and outside the building against falling debris, sparks, and water.
- C. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A 4 hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or storm, the Contractor shall provide for repair or protection of building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

- A. Temporary Protection: Sheet polyethylene. Provide weights to retain sheeting in position.
- B. Primer: GarlaPrime by The Garland Company, Inc.



## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Roofing Contractor shall verify all existing site conditions.
- B. Verify that existing roof surface is clear and ready for work of this Section.

### **3.02 MATERIAL REMOVAL**

- A. Remove all membrane, cant strips, insulation, cant strips, base flashings and other item to leave a smooth even surface for re-roofing.
- B. Under certain conditions it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building:
  - 1. Roof vacuum system.
  - 2. Crane and hopper with dump truck system.
  - 3. Enclosed chutes with protective shrouds on building and ground surfaces.
- C. All debris dumped from the roof shall be transported from the roof via chutes into dumpsters or trucks, and this debris shall be removed from the premises when vehicles are full. No debris shall be transported from the area being worked over an existing finished roof without and underlayment of 3/4" plywood.
- D. All roof equipment not in use or left filled will be parked on the column lines on 3/4" plywood.
- E. Contractor shall provide tie-ins at the end of each days work. Area of tie-in shall be spudded clean of all existing gravel.

### **3.03 TEMPORARY PROTECTION**

- A. Provide temporary protective sheeting over uncovered deck surface.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected or repaired deck surface.

**END OF SECTION 07500**

## **SECTION 07220**

### **ROOF DECK AND INSULATION**

#### **PART 1 - GENERAL**

##### **1.1 SCOPE OF WORK**

- A.
- B. Install tapered and flat roof insulation systems over the properly prepared deck substrate as specified.

##### **1.2 RELATED SECTIONS**

- A. Section 06100 - Rough Carpentry
- B. Section 07500 - Preparation for Roofing
- C. Section 07550 - Modified Bitumen Roof Membrane
- D. Section 07600 - Flashing and Sheet Metal

##### **1.4 ENVIRONMENTAL REQUIREMENTS**

- A. Apply insulation only when the weather conditions are in compliance with the roof system limitations.
- B. Application of roof system shall immediately follow the installation of the roof insulation.
- C. Protect the installed insulation from water penetrations at the end of each day's work.

##### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

#### **PART 2 - PRODUCTS**

##### **2.1 TEMPORARY ROOF**

- A. **GENERAL:** Provide all labor, equipment, and materials to install torch-applied temporary roof over the properly prepared deck substrate.

B. MATERIALS:

1. Concrete Deck Primer: GarlaPrime asphalt primer
2. Temporary Roofing Ply: CI Ultra-Shield Torch Base Sheet

2.2 INSULATION

A. GENERAL: Provide all labor, equipment, and materials to install roof insulation system over the properly prepared deck substrate. Insulation system shall provide a minimum average R-Value of 20.

1. Provide preformed insulation boards as indicated.
2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes at all roof mounted equipment, expansion joints and wherever they are required to prevent ponding rainwater.
3. Contractor is responsible for depth of all edge nailers, fascia, and flashing to adjust for height of new insulation, if applicable.
4. No ponding water is allowed on the finished roof system.
5. **Insulation boards larger than 4' X 4' are not acceptable.**

B. MATERIALS

1. Insulation Board:
  - a. **BASE LAYER:** Polyisocyanurate Board Insulation: 1 1/2" thick, flat, rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers on both major surfaces. Complying with ASTM C 1289.  
Source of Supply: E'NRG'Y-3; Johns Manville
  - b. **TAPERED LAYER:** Polyisocyanurate Board Insulation: tapered, rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers on both major surfaces. Complying with ASTM C 1289. **Select sloped insulation as required to achieve a minimum net slope of 1/8" per foot on all roof surfaces to internal drains and/or roof edges.**  
Source of Supply: E'NRG'Y-3; Johns Manville
  - c. **COVERBOARD:** Securock by USG Corp.; minimum 1/4" thick, impact-resistant, nonstructural, specially engineered gypsum and cellulose fiber panels with 95% certified recycled content.
  - d. **FILL BOARD:** Polyisocyanurate Board Insulation: rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers on both major surfaces. Complying with ASTM C 1289.

## PART 3 - EXECUTION

### 3.1 INSPECTION OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
  - 1. Verify that work which penetrates roof deck has been completed.
  - 2. Verify that wood nailers are properly and securely installed.
  - 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
  - 4. Do not proceed until defects are corrected.
  - 5. Do not apply insulation until substrate is sufficiently dry.
  - 6. Broom clean substrate immediately prior to application.
  - 7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.

### 3.2 PROTECTION

- A. During execution of work covered by this Section, the Contractor shall provide protections for the roof insulation from water and wind penetration at the end of each day's work.
- B. Protect the roof insulation in areas that will receive excessive traffic with a surface protection such as plywood.
- C. All workmen shall wear clean, soft rubber-soled shoes for any application work where they may be walking insulation board in place.

### 3.3 INSPECTION OF ALL PERIMETER WOOD NAILERS

- A. Confirm secure attachment of all perimeter nailers. Re-secure as is necessary. Replace damaged existing wood nailers (linear foot for replacement of existing should be supplied by installer).

### 3.4 DECK PREPARATION

- A. Prime entire concrete deck with Garlaprime asphalt primer at rate of 1 gallon per 100 square feet.

### 3.5 TEMP ROOF INSTALLATION

- A. Install one ply of specified torch base sheet to entire roof area.

### 3.6 INSULATION INSTALLATION

#### A. GENERAL

- 1. All insulation board shall be cut and fitted where the roof deck intersects a vertical surface. The insulation boards shall be cut to fit a maximum of 1/4" away from the vertical surface.

2. Each insulation board shall butt firmly against adjoining panels. All open joints shall be eliminated, and there shall be no uneven surface. Stagger end joints of boards so all open joints will be eliminated.
3. Install no more insulation at one time than can be roofed on the same day.
4. Install temporary water cut-offs at completion of each day's work and remove upon resumption of work.

B. INSULATION ATTACHMENT WITH INSUL-LOCK OR INSULATION ADHESIVE

1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose or embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
2. Apply  $\frac{1}{4}$ " to  $\frac{1}{2}$ " wide beads of insulation adhesive directly to the properly prepared substrate spaced as follows:
  - a. Zone 1 (Field): Four (4) adhesive ribbons at 12" O.C. per 4'x4' board
  - b. Zone 2 (Perimeters): Four (4) adhesive ribbons at 12" O.C. per 4'x4' board
  - c. Zone 3 (Corners): Four (4) adhesive ribbons at 12" O.C. per 4'x4' board
  - d. Zones 2 and 3 widths are 6 feet 0 inches.
3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
5. Over first course of insulation, install the second layer of specified insulation, in the same specified pattern per roof zone. Walk in each layer of insulation boards to achieve complete positive bond to the insulation below.
6. All insulation board shall be cut and fitted where the roof deck intersects a vertical surface. The insulation boards shall be cut to fit a maximum of  $\frac{1}{4}$ " away from the vertical surface.
7. All subsequent insulation board layers shall be installed with staggered joints in relationship to prior layer.
8. Each insulation board shall butt firmly against adjoining panels. All open joints shall be eliminated, and there shall be no uneven surface.
9. In all areas where there are voids or spaces greater than  $\frac{1}{4}$ " between the insulation boards, asphalt filler shall be used to fill the gaps. Insulation shall be compacted until even with surrounding surfaces.

10. Set all flame resistant cant strips in Flashing Bond.
11. Cant Strips/Tapered Edge Strips: Install preformed forty five (45) degree cant strips at junctures of vertical surfaces. Provide preformed, tapered edge strips at perimeter of edges of roof that do not terminate at vertical surfaces. Tape joints of insulation as per manufacturer's requirements.

3.7 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION 07220

## **SECTION 07550**

### **MODIFIED BITUMEN ROOF MEMBRANE - TORCH**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

- A. Provide all labor, equipment, and materials to install the specified torch-applied modified bitumen roof system over the properly prepared substrate.

##### **1.02 RELATED SECTIONS**

- A. Documents affecting work of this Section include, but are not necessarily limited to, any General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

##### **1.03 REFERENCES**

- A. Industry Standards: The Industry Standards listed below refer to the latest date of issue or edition, unless otherwise indicated in this Section.
  1. ASTM: American Society for Testing and Materials
  2. FM: Factory Mutual Engineering and Research,
  3. NRCA: National Roofing Contractors Association
  4. American Society of Civil Engineers (ASCE): ASCE 7-10, Minimum Design Loads for Buildings and Other Structures.
  5. FBC: Florida Building Code
  6. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
  7. UL: Underwriters Laboratories

##### **1.04 DEFINITIONS**

- A. Roofing System Definition: The roofing system, as defined in this Section, includes all roofing related materials and methods used, from the roof deck up, including but not limited to the membrane, insulation, cant strips, flashing and stripping, and surfacing.

##### **1.05 SUBMITTALS**

- A. Provide the following to the Owner prior to award of roofing work.
  1. Descriptive product data including MSDS sheets.
  2. Submit copy of manufacturer's minimum design load calculations according to ASCE 7-10, Method 2 for Components and Cladding, performed by an engineer employed by the system manufacturer as a full-time staff engineer.
  3. Sample copy of specified Manufacturer's 30 yr No Dollar Limit Warranty.

- B. **PRODUCT DATA:** As requested, submit brochures containing material samples, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.
1. Within one (1) weeks of award of contract, submit:
    - a. Minimum of two (2) samples of each sheet material and descriptive literature.
    - b. Manufacturer's specifications and other independent test data according to ASTM designation D-5147-91 "Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material" needed to prove compliance with specified requirements.
    - c. All other data and information to satisfy requirements of manufacturer on warranty needs.
    - d. A written statement from the roofing materials manufacturers corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
    - e. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
    - f. Certified copy of ISO 9001 compliance.
- C. **SHOP DRAWINGS:** Indicate size and materials. Show locations and installation procedures. Include details of joints, attachments, fastening patterns, and clearances. Submit four (4) and retain approved copies at the Site.

#### **1.06 QUALITY ASSURANCE**

- A. **Manufacturer:** The manufacturer of the Primary Waterproofing membrane shall have a minimum of 12 years experience in manufacturing bitumen roofing products in the United States.
1. The manufacturer of the Primary Waterproofing Membrane shall be currently certified by the International Organization for Standardization as meeting the minimum quality assurance standards outlined in the I.S.O. 9002 program, and shall be registered in the current listing of I.S.O. Certified Manufacturers. The Manufacturer's I.S.O. certification number must be included in the bid documents along with the name of the licenses quality assessment auditing firm issuing the certification.
  2. The manufacturer of the Primary Waterproofing Membrane shall provide wind uplift calculations prepared by a registered professional engineer employed by the system manufacturer as a full-time staff engineer.
- B. **Material Manufacturer's Representative:**
1. The materials manufacturer issuing the final guarantee on this roofing project must have a full time employee with field experience in all phases of built up roofing. This employee will serve as Manufacturers Representative during the project.



2. The Manufacturers Representative cannot be associated with or work for any distributor or contractor, or have any financial association with either. Agents/inspectors who represent more than one manufacturer are excluded.
3. Further, the Manufacturers Representative will provide in writing (upon request of the Owner) and signed by an officer of the corporation, complete acceptance of the terms listed under (MATERIALS MANUFACTURER'S REPRESENTATIVE). He must also supply the name and phone number of the officer of the corporation who will be signing the document.
  - a. The materials manufacturer's representative will be required to examine the work in progress three days per week to the completion of the specified work, in order to assist in ascertaining the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the material manufacturer.
  - b. The authorized material manufacturer's field representative shall be responsible for:
    - (1) Rendering any inspection services the Owner's Representative may request.
    - (2) Keeping the Owner's Representative informed after inspections as to the progress and quality of the work as observed.
    - (3) Calling to the attention of the Contractor those matters observed which he considers to be in violation of the contract requirements.
    - (4) Reporting to the Owner's Representative in writing any failure or refusal of the Contractor to correct unacceptable practices called to his attention.
    - (5) Supervise the taking of test cuts and the restoration of such areas.
    - (6) Confirming, after completion of the work and based on his observations and tests, that he has observed no application procedures in conflict with the specifications, other than those that may have been previously reported. Final payment will not be released until this confirmation has been received by the Owner.
  - c. The presence and activities of the material manufacturer's representative shall in no way relieve the Contractor of his contractual responsibilities. In the event of a dispute, the Owner's Representative shall have final authority.
- C. Installer Qualifications: Installer (CONTRACTOR) shall be specializing in torch-applied modified bituminous roof application with minimum 5 years experience. Installer shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section. Contractor shall have previously installed torch-applied modified bituminous roof applications of varying ages available for inspection by the Material Manufacturer and Owner as requested.
- D. Installer's Field Supervision: Require Installer to maintain a full-time English-speaking Supervisor/Foreman on job site during all phases of bituminous sheet roofing work and at any time roofing work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foreman and on the roof at all times.
- E. The CONTRACTOR shall provide safe access to roof for inspection.
- F. The CONTRACTOR shall be responsible for, but not limited to, the following corrections during any field inspections:

1. Drylaps: If a dry lap is greater than 1/2" occurs from the edge of the felt, cut the dry portion and mop over with one ply. This shall also apply with the modified bitumen membrane.
  2. Fishmouths: Slit the fish mouth open if higher than 1/8" inch, work flat with a gloved hand, one ply over the area.
  3. Wrinkles: Any wrinkle higher than 1/8" shall be cut, pressed flat and mop one ply over it.
- G. The CONTRACTOR shall be responsible for verifying all dimensions, elevations, rooftop equipment and conditions. All dimensions, elevations, rooftop equipment and conditions indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner or Owner's Representative and they will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the CONTRACTOR shall field check and verify all dimensions, grades, lines, levels, and existing construction or other conditions of limitations at the site to avoid construction errors. If any work is performed by the CONTRACTOR or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.
- II. If applicable, the CONTRACTOR shall provide tapered insulation layout to Owner and Roof System Manufacturer for review.
- I. Contractor is responsible for depth of all edge nailers, fascia, and flashing/ gravel stop areas to meet height of new insulation.
  - J. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. If the contractor does not respond within 24 hours, the Owner has the right to hire a qualified contractor and back charge the original contractor.
  - K. Non-compliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken. Furthermore, damages caused by water infiltration resulting from the failure of the Contractor to secure each days work in a weathertight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

## 1.07 REGULATORY REQUIREMENTS

- A. Taxes, Permits, and Fees: Unless as otherwise noted, the Contractor shall give notice, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, old age benefits, unemployment benefits,

withholding taxes and sales taxes. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

- B. **Governing Codes and Statutes:** Work performed under this specification shall be in compliance with applicable codes, laws, and ordinances of the municipal, state, and federal departments concerned. Materials and workmanship required by such regulations will be provided by the Contractor whether or not specifically noted herein or shown on the drawings.
- C. **Contractor's License:** All pertinent state and local licenses will be required.
- D. **The Florida Building Code,** and all state and local building codes.

#### **1.08 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (polyethylene is not acceptable).
- C. Do not leave unused rolled goods on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

#### **1.09 MANUFACTURER'S INSPECTIONS**

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
  - 1. Keep the Owner informed as to the progress and quality the work as observed.
  - 2. Provide job site inspections a minimum of 3 days per week.
  - 3. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

#### **1.10 PROJECT CONDITIONS**

- A. **Weather Condition Limitations:** Do not apply roofing membrane during inclement weather or when a 40% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

- D. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- E. Night Seals: The installed roof shall be made watertight at the end of every work day, as per manufacturer's requirements, and this night seal shall be removed at the beginning of the next work day, if so directed by manufacturer's instructions.

#### 1.11 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the Owner.
- E. Do not store flammable liquids on the roof.
- F. Take all precautions necessary to prevent ignition of combustible materials during application of torch-applied roofing materials. Immediately call the fire department if a fire commences. Review all fire safety procedures as outlined at the pre-roofing conference.
  1. As applicable, install materials using the techniques recommended by CERTA, NRCA/MRCA Certified Roofing Torch Applicator Program available from the National Roofing Contractors Association (NRCA) and the Midwest Roofing Contractors Association (MRCA) as endorsed by the Asphalt Roofing Manufacturers Association (ARMA) and the United Union of Roofers, Waterproofers and Allied Workers. Application procedures must comply with NFPA 58 and 241, OSHA 29 CFR 1910 and 29 CFR 1910.12, 29 CFR 1926.16, 29 CFR 1926 Subpart F, UL Fire Resistance Directory Volume No. 1, NRCA R&W Manual, and Florida Building Code Volume 2004.
  2. Contractor shall be responsible to employ a 2 hr fire watch each day after completion of any torch work performed during the day. Time of fire watch shall start at the completion of the last piece torched for 2 consecutive hours. The contractor shall maintain a fire watch check list showing a time schedule for each day there is has been a fire watch and this list shall be made available upon request.

- G. Provide a minimum of two 2.65 gallon containers of water and two fully charged minimum 20 pound ABC (dry chemical) fire extinguishers in separate, easily accessible locations on the roof. Position extinguishers no closer than 5 feet and no further than 25 feet of horizontal travel distance from each work area at all times while work is being performed, in easily accessible and identifiable locations. Also provide a minimum of two multipurpose 2-A: 20-B: C portable fire extinguisher on the roof being covered or repaired.

## **1.12 SEQUENCING AND SCHEDULING**

- A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.
- B. All work must be fully completed on each day. Phased construction will not be accepted.

## **1.13 WARRANTY**

- A. Membrane Manufacturer upon completion of installation, and acceptance by the Owner, the manufacturer will supply to the Owner the Thirty (30) Year "No Dollar Limit" warranty on the roofing system.
- B. Contractor will submit a minimum of a two year warranty to the membrane manufacturer with a copy directly to Owner.
- C. Membrane manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

## **PART 2 PRODUCTS**

### **2.1 GENERAL**

- A. Standard of Quality: When a particular trade name or performance standard is specified it shall be indicative of a standard of quality required for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable.
- B. Provide products by The Garland Company or equal. Bidders proposing substitutes shall submit all required information under 07550 to the Owner's representative at least 7 days prior to bid due date. All substitutions have to be approved in writing prior to bidding. No substitutions will be accepted after bidding or contract award. All bidders will have an opportunity to bid on any substitute system that is approved in writing.
- C. Any item or materials submitted must comply in all respects as to the quality and performance of the specified minimum acceptable properties and characteristics, including manufacturer requirements and job progress visits and reporting. The Owner shall be the sole judge as to whether or not an item submitted as an equal is truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise should the Owner find it unacceptable.

## 2.2 SUBSTITUTION OF MATERIALS

- A. A bidder intending to furnish an alternate in place of the item specified will be required to submit to the Owner/Owner's Representative the following information at least seven (7) days prior to the scheduled bid opening date:
1. A sample of any and all material(s) that he intends to furnish under the bid. A five gallon sample of any adhesive, coating, mastic or sealant and a 3' X 5' sample of any sheeting goods as may be specified. Manufacturer's labels must be on containers, smaller containers may be submitted if manufacturer's labels are attached.
  2. A certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified material. An independent laboratory shall perform all tests and qualitative analysis, at the bidder's expense. Such data shall prove the equality or superiority of the alternate material, and this information must also accompany the bid when it is submitted. The test comparison shall bear a date not exceeding fifty (50) days prior to the date of the bid request.
  3. Notarized statement from the Roofing System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:
    - All Bidding Documents have been inspected.
    - The project site has been inspected.
    - The roofing system manufacturer will provide field inspections a minimum of three days per week until all construction work is completed and accepted by the Owner.
    - Inspections shall be performed by a full time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.
  4. In order to substantiate the equality of performance of the alternate material under actual field use, a bidder offering "or equal" materials shall also submit a list of at least three (3) jobs with his bid, where the exact proposed alternate materials have been used under similar conditions as specified within a radius of sixty (60) miles from this location. These jobs must each be at least three (3) years old and must be available for inspection by all persons designated as "Owner Representatives".
  5. Consideration will be given only to those materials that have approval prior to the scheduled bid opening date. Approved alternates shall be accepted by addenda only.
  6. The Owner reserves the right to be the final authority on the acceptance or rejection of any proposed alternate materials.
  7. During the course of work, the Owner will be permitted to secure samples of the substitute materials being used from the containers on the job site and submit them to

an independent testing laboratory selected by the representative for comparison, at the bidder's expense. If the results of the independent testing laboratory prove that the substitute materials are not comparable and equal to the specified materials, the Owner reserves the right to reduce the total awarded bid amount by twenty percent (20% assuming full completion and satisfaction of all other specifications, or refuse to make any payment if the project is not completed in accordance with all other specified conditions.

- B. Failure to comply with all particulars outlined herein, shall be considered as reason for rejection of bid.

## 2.02 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D-41; Quick Drying. Garlaprime by The Garford Company.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II. Used to seal the tops of base flashing. Flashing Bond by The Garford Company.

## 2.03 SHEET MATERIALS

- A. Tie-Off Ply Sheet: ASTM D-226, Number 15, organic roofing felt.
- B. Base Field Ply:
  - i. SBS Torch Grade Base Sheet: 110-mil thick Styrene-Butadiene-Styrene (SBS) dual-fiberglass scrim reinforcement torch membrane with the following minimum performance requirements according to ASTM D5147.

### Properties (Per Independent Testing):

#### Tensile Strength (ASTM D2523)

2 in/min. @ 73.4 ± 3.6°F MD 280.20 lbf/in CMD 278.80 lbf

#### Tear Strength (ASTM D4073)

2 in/min. @ 73.4 ± 3.6°F MD 374.90 lbf CMD 337.50 lbf

#### Elongation at Maximum Tensile (ASTM D2523)

2 in/min. @ 73.4 ± 3.6°F MD 4.20% CMD 5.00%

- C. Top Field Modified Membrane:
  - 1. ASTM D6163, Type III Grade S; 180 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.

### Properties (per Independent Testing):

#### Tensile Strength (ASTM D5147)

2 in/min. @ 73.4 ± 3.6°F MD 229.1 lbf/in CMD 226.3 lbf/in

Tear Strength (ASTM D5147)		
2 in/min. @ 73.4 ± 3.6°F	MD 318.1.7 lbf	CMD 304.9 lbf
Elongation at Maximum Tensile (ASTM D5147)		
2 in/min. @ 73.4 ± 3.6°F	MD 6.2 %	CMD 6.1%
Low Temperature Flexibility (ASTM D5147):		Passes -30°F

D. Base Flashing Ply: same as Base Field Ply

E. Top Flashing Ply:

1. ASTM D6163, Type III Grade G; 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane reinforced with a dual fiberglass scrim. Designed for torch applications with a burn-off hacker that indicates when the material is hot enough to be installed.

Properties (per Independent Testing):

Tensile Strength (ASTM D5147)		
2 in/min. @ 73.4 ± 3.6°F	MD 247.9 lbf/in	CMD 230.5 lbf/in
Tear Strength (ASTM D5147)		
2 in/min. @ 73.4 ± 3.6°F	MD 383.0 lbf	CMD 357.2 lbf
Elongation at Maximum Tensile (ASTM D5147)		
2 in/min. @ 73.4 ± 3.6°F	MD 6.4 %	CMD 6.3%
Low Temperature Flexibility (ASTM D5147):		Passes -40°F

## 2.04 RELATED MATERIALS

- A. Insulation Fasteners: N/A.
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- C. Urethane Sealant: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints. Tuff-Stuff by The Garland Company.
  1. Tensile Strength (ASTM D412): 250 psi
  2. Elongation (ASTM D412): 950%
  3. Hardness, Shore A (ASTM C920): 35
  4. Adhesion-in-Peel (ASTM C920): 30 pli
- D. Pitch Pocket Sealer: Two part, 100% solids, self leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer. Seal-Tite by The Garland Company.
  1. Durometer (ASTM D2240) 40-50 Shore



2. Elongation (ASTM D412) 250%
3. Tensile Strength (ASTM D412) 200 @ 100 mil
- E. Pitch pans, Rain Collar: 24 gauge Stainless steel. All joints should be welded/soldered watertight. See details for design.
- F. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- G. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

## 2.05 SURFACING MATERIALS

- A. Surfacing:
  1. Flood Coat/Aggregate:
    - a. Black-Knight Cold: Coal Tar flood coat; heavy-bodied, fiber reinforced, cold process polymer modified, coal tar roof coating having the following characteristics:
      - i. Weight/Gallon 9.0 lbs./gal. (1.07 g/cm<sup>3</sup>)
      - ii. Solids by weight 87%
      - iii. Viscosity; Brookfield Heliopath, 2.5 rpm 120,000 cPs
      - iv. Roofing Aggregate: ASTM D 1863
        1. 1/2" to 3/4" washed, white or tan River rock.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Foreman: The roofing foreman shall have a copy of these specifications on the job site at all times. The presence of specifications and an inspector shall not relieve the Contractor of strict compliance with the manufacturer's specifications, detail drawings, and/or approved material requirements.
- B. Deck Penetrations: Contractor shall verify that work penetrating the roof deck, or which may otherwise affect the roofing application, has been properly completed.

### 3.02 PREPARATION

- A. No work shall commence until written certification is received by the Architect that the metal deck has been installed according the specified wind loads.
- B. Examine substrate surfaces to receive modified bitumen sheet roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected in a manner acceptable to installer.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.03 SUBSTRATE REQUIREMENTS**

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging conductors and from spilling or migrating onto surfaces of other construction.

### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing modified bitumen sheet system.
- B. Insurance/Code Compliance: Where required, install and test modified bitumen sheet roofing system to comply with governing regulations and specified insurance requirements.
- C. Protect other work from spillage of modified bitumen roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace or restore other work damaged by installations of modified bituminous sheet roofing system work.
- D. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two courses of #15 organic felt with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- F. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction.
- G. Complete application of roofing plies, modified sheet and flashing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day.

### **3.05 ROOF MEMBRANE INSTALLATION - GENERAL**

- A. Membrane Application: Application of roofing shall be in accordance with roofing system manufacturer's instructions and the following requirements.
  - 1. Application of roofing shall immediately follow application of insulation as a continuous operation.
  - 2. Apply modified sheets smooth, free from air pockets, wrinkles, fishmouths, lap joints, or tears.
- B. Priming: Prime both sides of metal flanges (all jacks, edge metal, lead drain flashings, etc.) and concrete and masonry surfaces with a uniform coating of asphalt primer ASTM D-41, 24 hours prior to use.
- C. Roofing Application: All layers of roofing shall be laid free of wrinkles, creases or fishmouths. Sufficient pressure shall be exerted on the roll during application to ensure

prevention of air pockets. Lap seams in the base ply layer shall be staggered with the lap seams of the cap sheet layer.

1. All layers of roofing shall be laid perpendicular to the slope of the deck.
  2. Maximum sheet lengths and special fastening of the specified roof membrane system may be required at various slope increments where the roof deck slope exceeds 1/2-inch per foot. The manufacturer shall provide acceptable sheet lengths and the required fastening schedule for all roofing sheet applications to applicable roof slopes.
- D. Water Cut-Offs: At end of day's work, or when precipitation is imminent, a water cut-off shall be built at all open edges.
1. Cut-offs can be built using asphalt or plastic cement and roofing felts, constructed to withstand protracted periods of service.
  2. Cut-offs must be completely removed prior to the resumption of roofing.
- E. Sealant: All modified bitumen cap sheet edges exposed at gravel stops, waste stacks, pitch pans, vent stacks, etc., shall be caulked with a smooth continuous bead of approved sealant.

### **3.06 TEMP ROOF INSTALLATION**

#### **A. General**

1. Confirm temporary roof system has been fully adhered to concrete deck. See Section 07220 – Roof Deck & Insulation.

### **3.07 INSULATION INSTALLATION**

#### **A. General**

2. Approved insulation board shall be fully attached to the deck with specified insulation adhesive.
3. Spacing pattern of insulation adhesive ribbon pattern shall be as per manufacturer's recommendations to meet Florida Building Code requirements.

#### **B. Deck type: Structural Concrete Decking**

#### **C. Insulation and Insulation Attachment: See Section 07220 – Roof Deck & Insulation.**

### **3.08 BASE FIELD PLIES INSTALLATION**

- A. Install one layer of SBS Torch Base Sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing. The second layer of underlayment will have seams that are staggered from the first layer.
- B. To a suitable substrate, lay out the roll in the course to be followed and unroll six (6) feet.
- C. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.

- D. After the major portion of the roll is bonded, re-roll the first six (6) feet and bond it in a similar fashion.
- E. Repeat this operation with subsequent rolls with side laps of four (4) inches and end laps of eight inches.
- F. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- G. Extend underlayment two (2) inches beyond top edges of eaves at wall and projection bases.
- H. Install base flashing ply to all perimeter and projections details.

### 3.09 HPR MODIFIED MINERAL MEMBRANE APPLICATION

- A. Install smooth top ply as described below.
- B. Over the Torch Base Sheet field ply, lay out the roll in the course to be followed and unroll six (6) feet. Seams for the top layer of modified membrane will be staggered over the SBS Torch Base Sheet seams.
- C. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
- D. After the major portion of the roll is bonded, re-roll the first six (6) feet and bond it in a similar fashion.
- E. Repeat this operation with subsequent rolls with side laps of four (4) inches and end laps of eight (8) inches.
- F. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- G. Extend underlayment two (2) inches beyond top edges of eaves at wall and projection bases.

### 3.10 FLASHING MEMBRANE INSTALLATION

- A. Prepare all walls and penetrations to be flashed with asphalt primer at the rate of ½ gallon per square.
- B. Torch-apply bottom layer of base flashing ply to primed substrate. The entire sheet of base flashing membrane must be completely adhered to the substrate.
- C. Test all laps and assure that a complete positive bond has been achieved. Lap seams in the bottom layer shall never coincide with the laps of the top layer.
- D. Torch-apply top ply of flashing membrane to base flashing ply. The entire sheet of flashing membrane must be completely adhered to the substrate.
- E. Install a termination bar at the top of all base flashing. The termination bar shall be mechanically attached every 8" on center. Apply a three course application of flashing cement and reinforcing mesh over the term bar and onto the wall.

- F. Secure any counterflashings with alike metal hurricane clips.
- G. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified in other sections.
- H. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.

### 3.11 SURFACINGS

- A. After flashings, tests, repairs and corrective actions have been completed and approved, apply coal-tar cold-process flood coat at rate of five (5) gallons per 100 square feet. Uniformly embed aggregate into flood coat of cold adhesive at a rate of five hundred (500) lbs. per 100 square feet.

### 3.12 MISCELLANEOUS WORK AND SPECIAL CONDITIONS

- A. Gutter and Downspouts on Upper West Roof Section - Existing gutters shall remain in place and be re-used. Install new alike gutters around remaining non-guttered areas of Upper west roof section. New gutter and downspouts shall be same metal, finish, and size as existing. New concrete splash blacks shall be installed at the bottom of all downspouts. No gutters shall be installed on lower roof areas.
- B. Replace old PVC condensation lines with new like condensation lines. If missing, install new PVC condensations. Run new lines to nearest gutter.
- C. All condensation and conduit lines shall be supported every 4' O.C. by 4"x 8"x 2" concrete pavers on modified membrane targets. Lines shall be secured to each paver by 4" wide stainless steel clamps fastened by two stainless steel masonry anchors. Flexible conduit lines may also be clamped to adjacent block walls with SS clamps and appropriate fasteners.
- D. Some of the legs of the existing equipment stands are or may be rusted through, especially after the existing pitch pockets are removed. As is necessary per the Florida Building Code, install new code-compliant aluminum equipment stands for roof top equipment. It is the Contractors responsibility to install per Florida Building Code requirements. Contractor shall provide cost for each on the Bid Proposal Form.
- E. Existing stainless steel curb caps and goosenecks in good condition may be re-used.
- F. Existing metal expansion joint caps shall be replaced.
- G. As is necessary, Contractor will be responsible for cutting back existing downspouts on adjacent building not being reroofed to accommodate new roof height.
- H. Expansion joint metal and perimeter metal joints shall have outside joint covers plates.
- I. At area just below the existing metal counter flashing at bottom of metal wall panels, contractor shall install termination bar through butyl tape at top of new 2-ply flashings as detailed in Surface-Mounted Counterflashing. Contractor shall then install new mil-finish, 610 Aluminum slip-metal counterflashing under existing metal counterflashing, fastened 8" OC with neoprene-washed metal fasteners.

### **3.13 FINAL INSPECTION**

- A. At completion of roofing installation and associated work, meet with installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party attending.
- C. The Roofing System Manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor at a negotiated price.
- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Standing Water: There shall be no visual evidence of standing water on the roof 48 hours after it stops raining.
- F. Repair or replace (as required) deteriorated or defective work found at time above inspection to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- G. The Contractor is to notify the Owner upon completion of corrections.
- H. Following the final inspection, acceptance will be made in writing by the material manufacturer.

**END OF SECTION**

## **SECTION 07600**

### **FLASHING AND SHEET METAL**

#### **SECTION 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Flashing and Sheet Metal required preventing penetration of water through exterior shell of the building.

##### **1.02 QUALITY ASSURANCE**

- A. Qualification of Installers: At least one person shall be present at all times during execution of this work who is thoroughly trained and experienced in the materials and method required to fabricate and install the flashing and sheet metal work specified herein.
- B. Codes and Standards
  - 1. Comply with all pertinent codes and regulations.
  - 2. Comply with all pertinent recommendations of the latest edition of "Architectural Sheet Metal Manual" of the Sheet Metal and Air Conditioning Contractors National Association, Inc.(SMACNA)

##### **1.03 SUBMITTALS**

- A. Product Data: Submit manufacturer's product specifications, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Submit two (2) 12" long completely finished units of specified factory-fabricated products exposed as finished work.
- C. Shop Drawings: Submit shop drawings for review showing layout, joining, profiles, and anchorage of fabricated work, including major counter flashings, trim/fascia units and work enclosing open wall areas behind gutters.

##### **1.04 PRODUCT HANDLING**

- A. Protection: Protect flashing and sheet metal materials before and during installation.
- B. Replacements: In event of damage, make all repairs and replacements necessary.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS AND GAUGES**

- A. Where sheet metal is required and no material or gauge is indicated, furnish and install the highest quality and gauges commensurate with referenced standard to match existing.
- B. Gravity Vents and Gooseneck Vents: Mill-finish Aluminum, ASTM B209, alloy 3105-II14, in thickness of minimum .040" nom.
- C. Coping, Counter Flashings, Expansion Joint Cover, Perimeter Metal, and Metal Edge: Mill-finish Aluminum, B209, alloy 3105-II14, in thickness of .040" nom.
- D. Pitch Pans, Bonnets, Draw Bands and Pipe Hoods: ASTM A 67; commercial quality, 2D annealed finish, 304 stainless steel, 24 gauge.
- E. Continuous Cleats: Mill-finish Aluminum, ASTM B209, alloy 3105-II14, in thickness of .050".
- F. Lead Flashings: Sheet complying with FS QQ-L-201. Grade B; formed from Common Desilverized Pig Lead complying with ASTM B-29. Weight 4.0 lbs/sq. ft. unless otherwise specified.
- G. Termination Bar: 1/8" X 3/4" extruded Aluminum.

### **2.02 NAILS, RIVETS, AND FASTENERS**

- A. Nails: Copper, Stainless Steel or Galvanized depending on application.
- B. Rivets: Copper, Aluminum, Stainless Steel or Galvanized depending on application.
- C. Exposed Fasteners and Washers: Stainless Steel Screws with covered neoprene gaskets.
- D. Unexposed Fasteners and Washers: Cadmium plated.

### **2.03 RELATED MATERIALS**

- A. Flux: Raw Muriatic Acid killed with Zinc Chloride.
- B. Solder: Conform with current ASTM B-12. 50% tin and 50% lead.
- C. Burning Rod for Lead: Same composition as lead sheet.
- D. Joint Sealant: Tuff-Stuff by Garland or approved substitute.



## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify all existing work is complete to a point where this installation may commence.
- B. In the event of discrepancy, notify Garland. Do not proceed until discrepancies have been resolved.
- C. Field measure site conditions prior to fabricating work.

### **3.02 FABRICATION**

- A. Shop fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA and other industry practices.
- B. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of work.
- C. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.

### **3.03 LEAD FLASHING INSTALLATION**

- A. Set all leads in a bed of elastomeric sealant.
- B. Prime both sides of lead flashing prior to installation.
- C. Install as indicated and described in details.

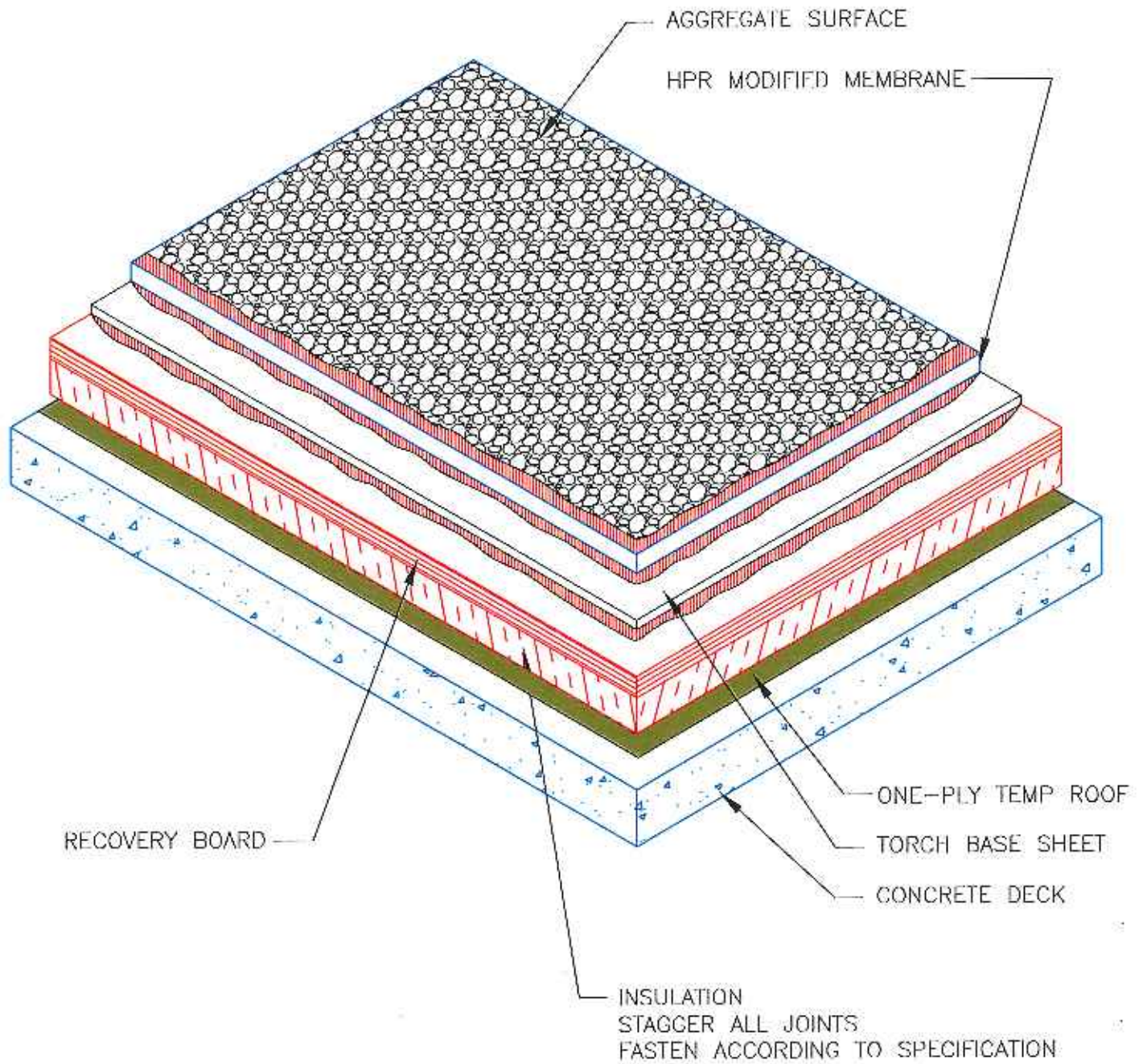
### **3.05 PLUMBING STACK/HEATER STACKS**

- A. Prime both sides of flange prior to installation.
- B. Set flange in a liberal bed of specified sealant.
- C. Install as indicated and described in details.

### **3.06 CLEANING**

- A. Clean exposed metal surface removing substances which might cause corrosion of metal or deterioration of finish.

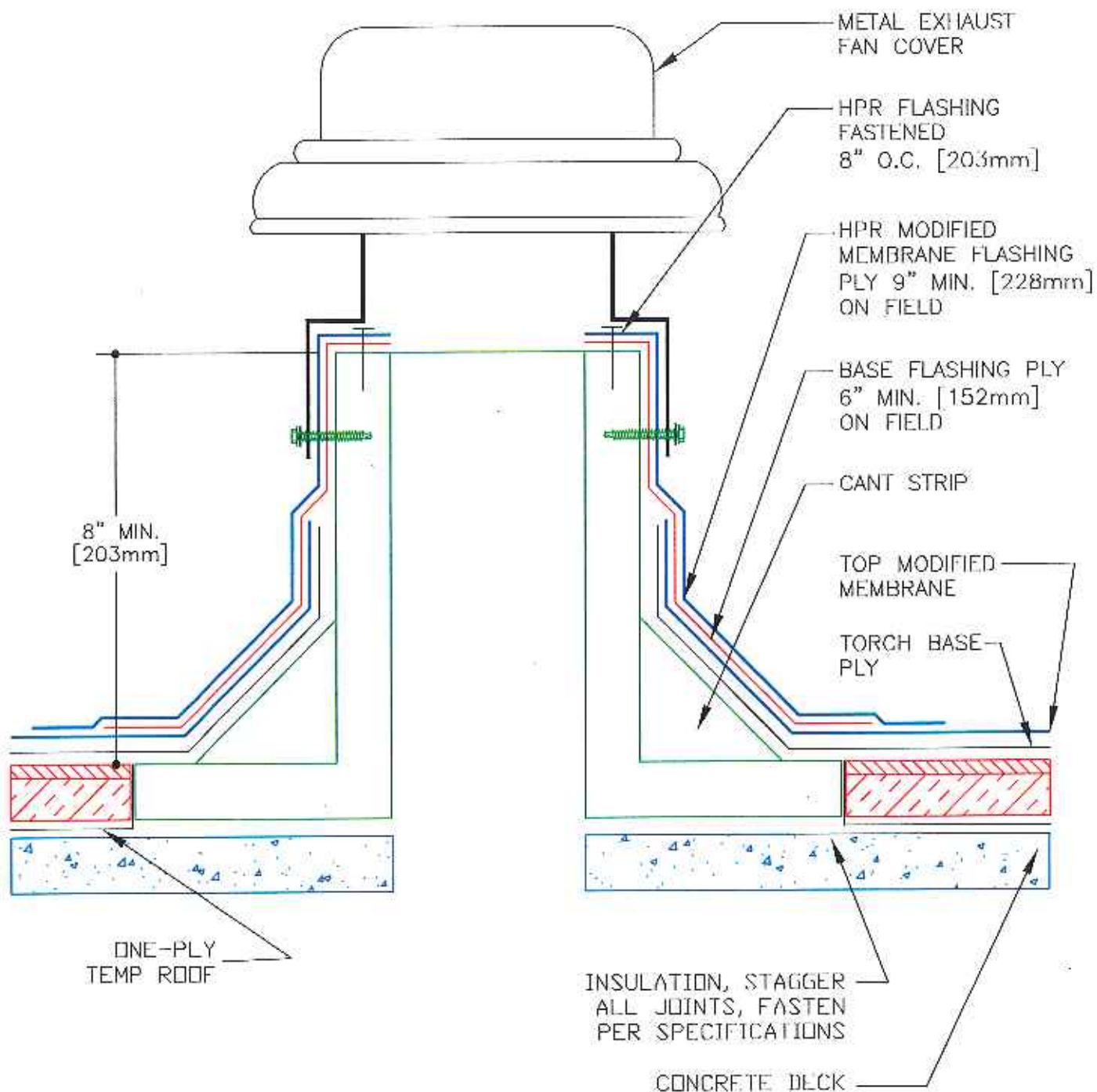
**END OF SECTION**



DETAIL:

GRAVEL FINISH

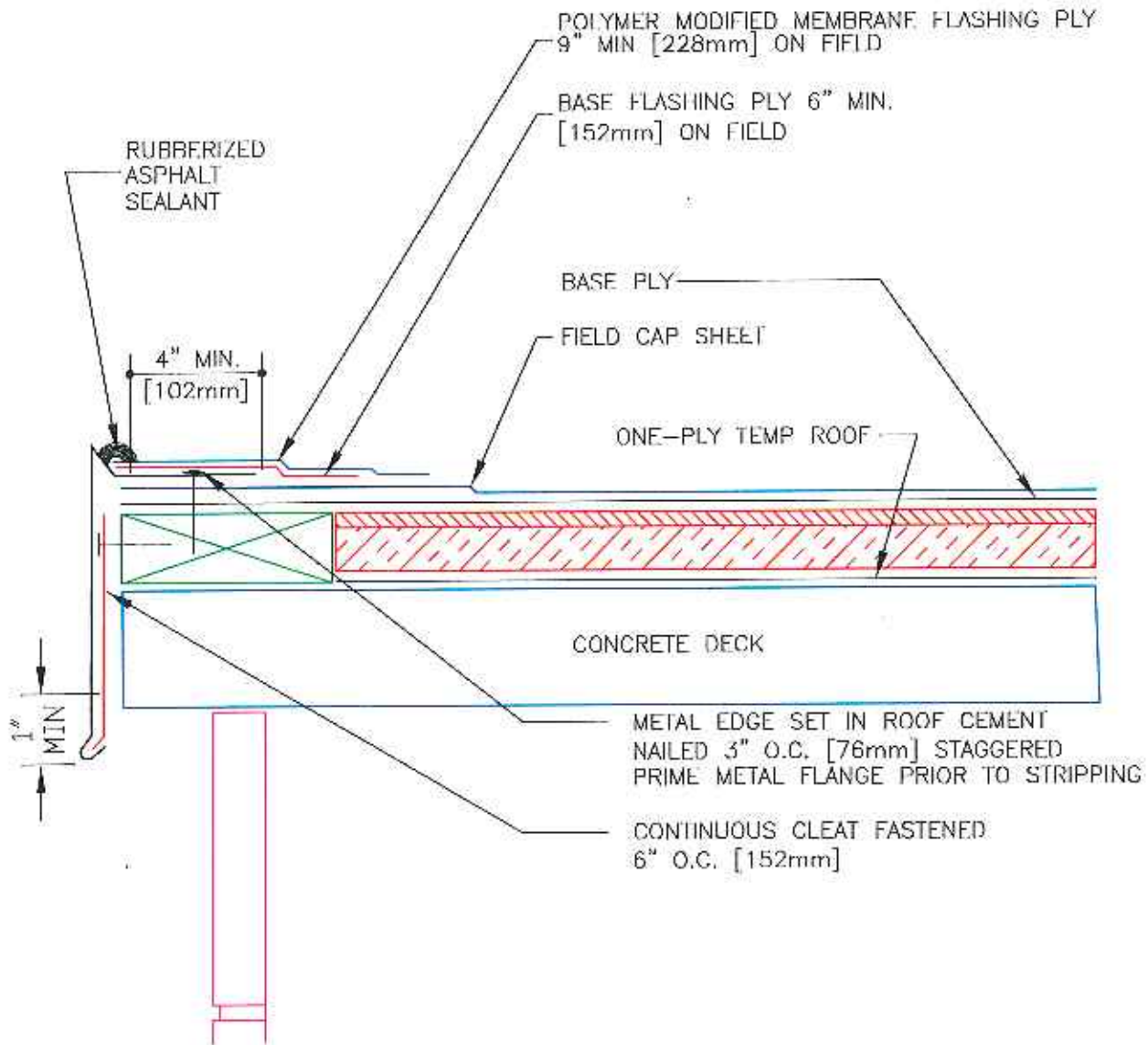
TORCH APPLIED



DETAIL:

EXHAUST FAN DETAIL

TORCH APPLIED



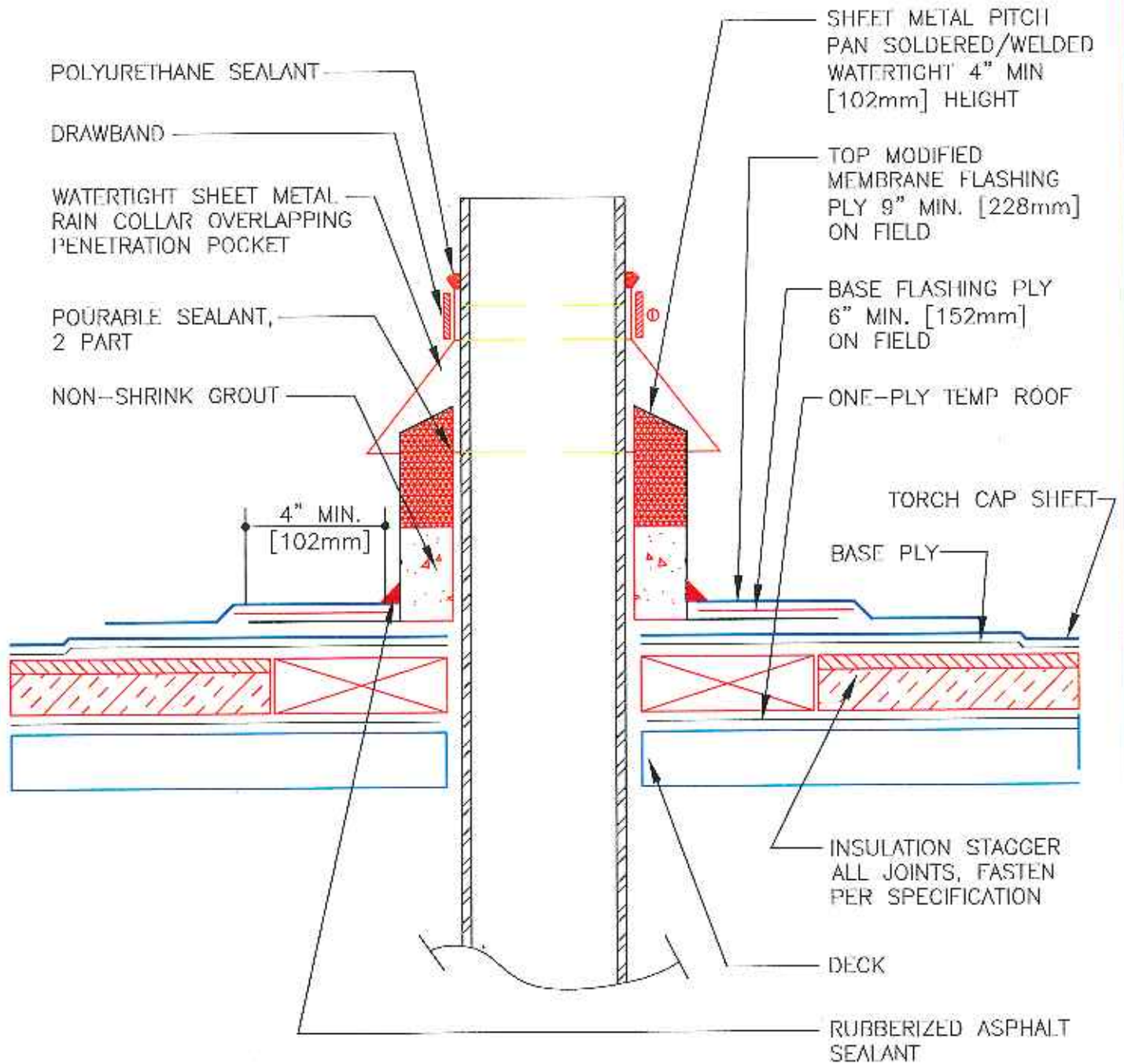
SEE SPECIFICATIONS FOR SURFACING

DETAIL

METAL ROOF EDGE

TORCH APPLIED



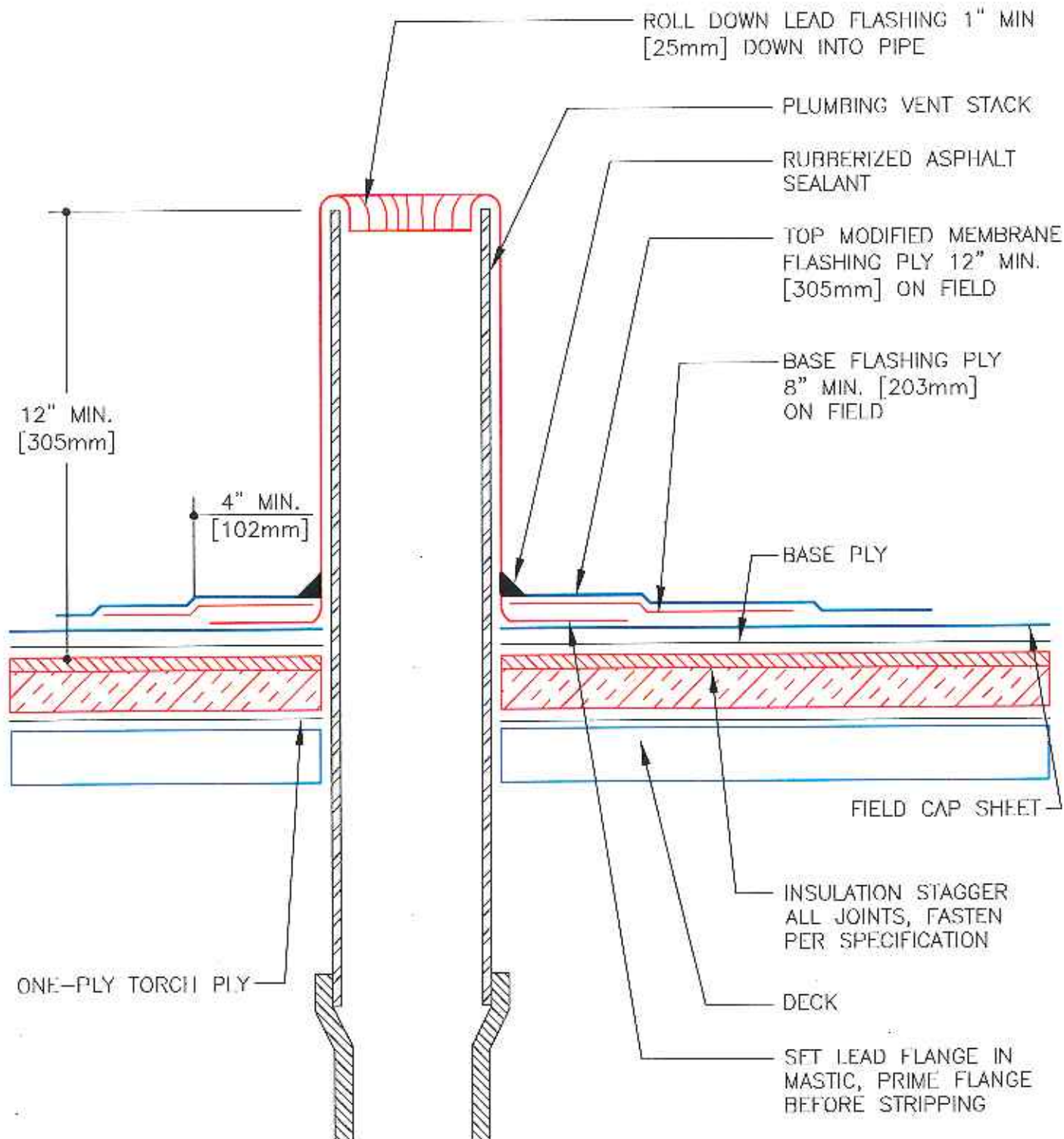


SEE SPECIFICATIONS FOR SURFACING

DETAIL:

PITCH POCKET W/UMBRELLA

TORCH APPLIED

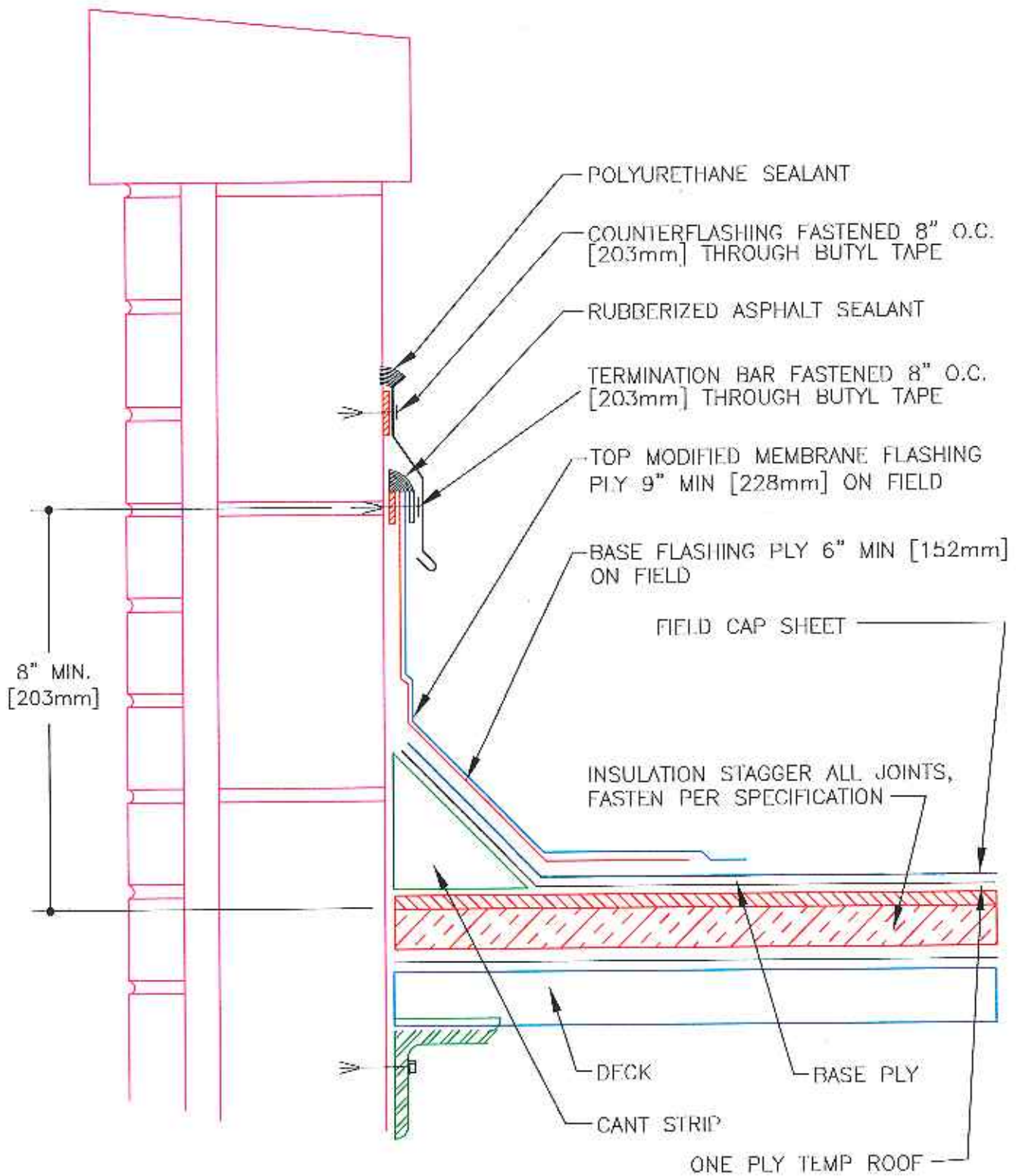


SEE SPECIFICATIONS FOR SURFACING

DETAIL

PLUMBING STACK

TORCH APPLIED



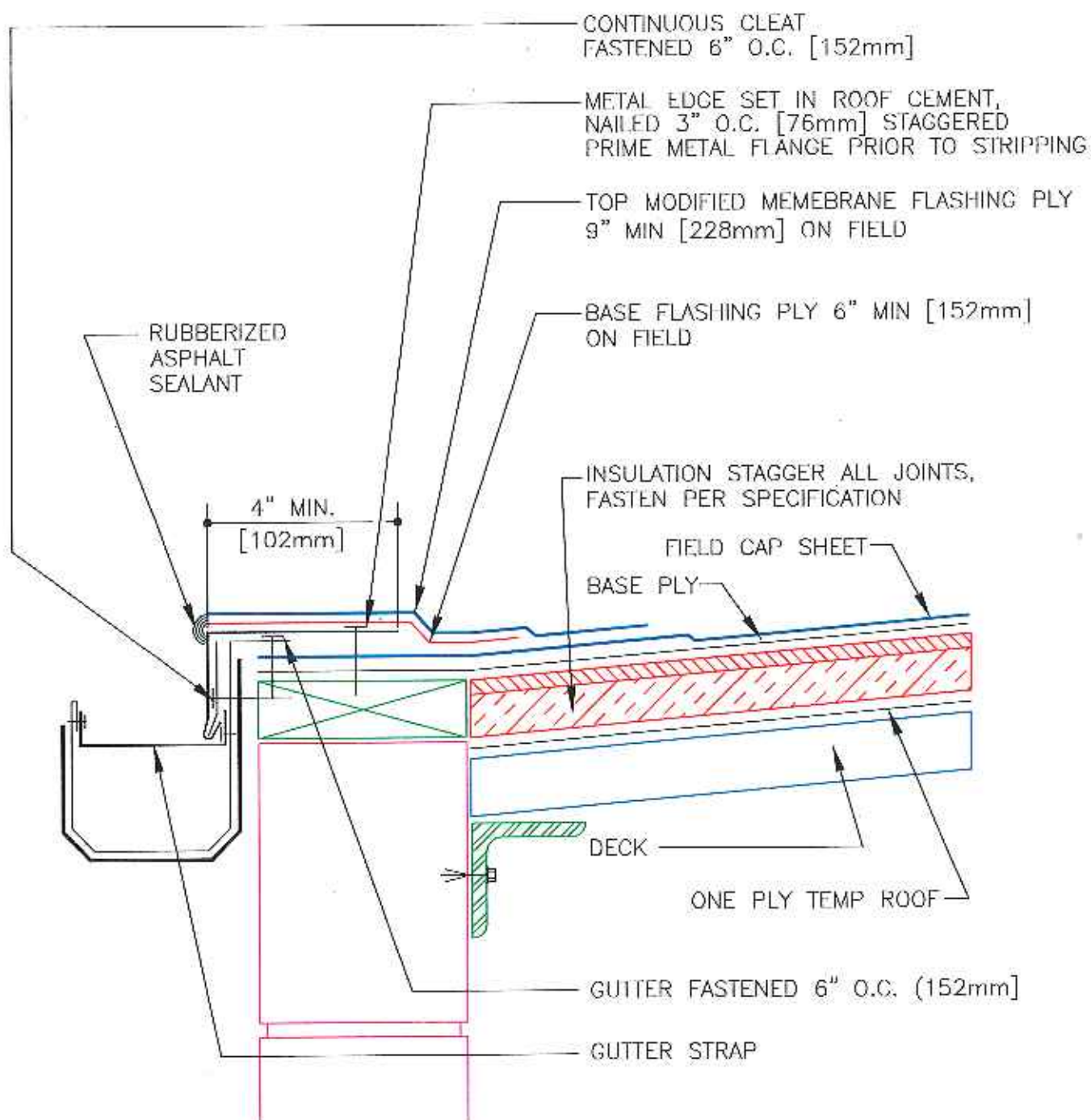
SEE SPECIFICATIONS FOR SURFACING

DETAIL

SURFACE MOUNTED COUNTERFLASHING

TORCH APPLIED





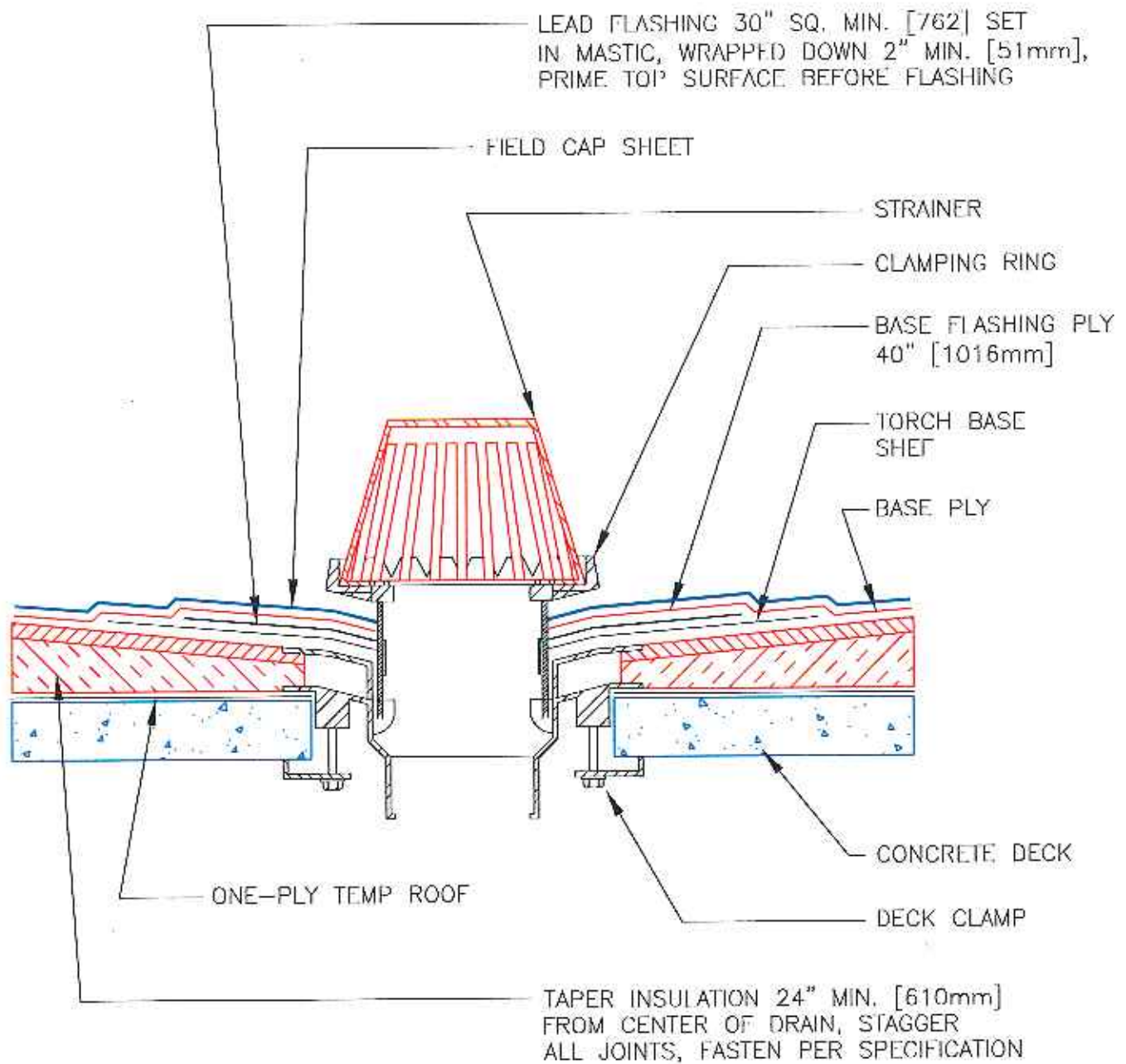
SEE SPECIFICATIONS FOR SURFACING

DETAIL:

UPPER ROOF EDGE WITH GUTTER

TORCH APPLIED





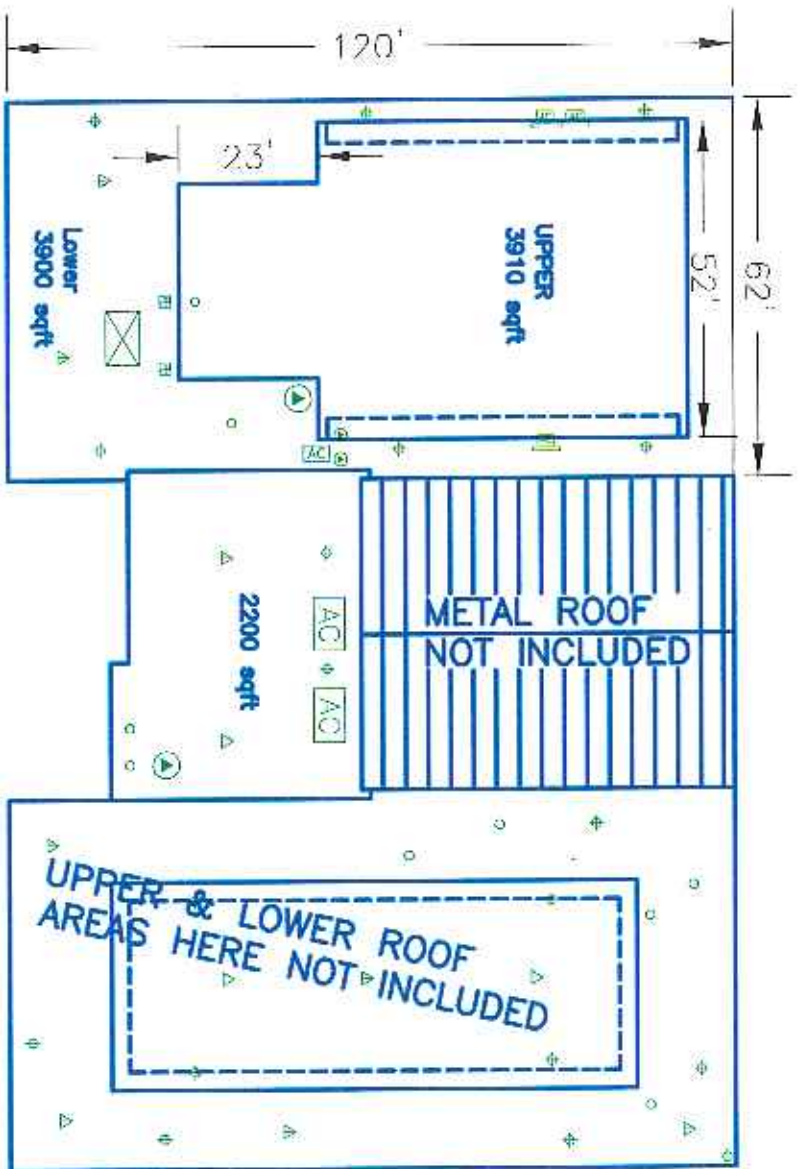
\*ALL ROOF DRAINS SHALL BE THOROUGHLY INSPECTED FOR SERVICEABILITY. CONTRACTOR SHALL INSTALL NEW BOLTS, NEW LEAD, NEW CLAMPING RING, AND NEW CAST IRON STRAINERS AT EVERY DRAIN.

SEE SPECIFICATIONS FOR SURFACING

DETAIL-

ROOF DRAIN

TORCH APPLIED



**EXISTING CONSTRUCTION:**  
 Structural concrete deck, 1" Perlite, Coal-Tar BUR F&G

- △ Insulation Breather
- Soil Stack
- ⊕ Drain
- ⬆ Power Vent

Lake County Agricultural Center	
1951 Woodied Road	
Tavares, FL 32778	
DATE: 02-20-15	ROOF AREA:

**ATTACHMENT B**

**ADDENDUM(S)**



## LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: (352) 343-9473

[www.lakegovernment.com](http://www.lakegovernment.com)

### ADDENDUM NO. 1

**Date: November 2, 2015**

**Invitation to Bid (ITB) 16-0205**

### **Re-Roofing of the Agricultural Center Building**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**This addendum DOES NOT change the date for receipt of bids or proposals.**

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting from the mandatory pre-bid conference held October 29, 2015. **The current due date remains in effect unless specifically changed via formal addenda.** A copy of the attendee list for the pre-bid conference has been posted to the County website for the above-cited Invitation to Bid.

**A. The pre-bid conference commenced with the following matters being confirmed:**

1. Bids are due November 18, 2015 at 3:00 PM.
2. The pre-bid conference was mandatory in nature.
3. The solicitation provided an estimated cost range.
4. Bid and performance bonding is required for any bid in excess of \$200,000.
5. ITB sections 1.15 provide specific detail regarding delivery and content of bid responses.
6. Applicability of the sample contract attached to the solicitation to include details regarding contractor payment and liquidated damages.
7. Alternate products would be considered as described in the solicitation document (see further detail in item 13 below).

8. Use of e-verify confirmed.
9. Thirty (30) calendar day completion period confirmed.
10. All questions are to be submitted in writing to the contracting officer as detailed within the solicitation.
11. The solicitation will be amended to allow for bids to be based on provision of alternate warranty periods, and to disregard 113 C. No annual inspection will be required by Lake County. See further detail in item 14 and 15 below.

**B. The followings additional confirmations are provided:**

12. The vendor is responsible for all required permits. An estimated cost for permits is contained in the scope of work.
13. Additional site visits can be scheduled via email notification to the contracting officer.
14. The sample contract and the specifications contain conflicting information regarding submittal of alternate product proposals. Vendors are advised that the directions in section 2.1 and 2.2 of the specifications apply for this solicitation (with all submittals to be provided at least seven (7) days prior to the bid due date). Earlier submittal is desired as the County intends to issue an addendum in a sufficient time period in advance of the bid due date confirming any approved alternates to all parties. In addition, the 60 mile geographic restriction in specification provision 2.2.A.4 is hereby amended to state any locality within Florida.
15. The attached revised ITB pricing pages 17 and 18 are provided to support pricing input for alternate warranty periods. Vendors are to submit their pricing using the attached pages in lieu of the corresponding pages in the initial solicitation document.
16. Vendors are to disregard specification provision 113 C. No annual inspection will be required by Lake County.
17. The Contractor is required to provide all safeguards and notifications required for overhead power lines to the facility.

**Acknowledgement of Addendum:**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_



## ADDENDUM 1, REPLACEMENT PAGE 17 TO ITB 16-0205

**ITB TITLE:** Re-Roofing of the Agricultural Center Building

### NOTES

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor.

### ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

#### Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

#### Part II:

☐ No Addendum was received in connection with this ITB.

### PRICE ENTRY SECTION

**Base Bid:** Lump Sum price for completion of the re-roofing effort described in Section 2 and Attachment 3 of this solicitation with 30 year NDI warranty: \$ \_\_\_\_\_

**Alternate Bid 1:** Lump Sum price for completion of the re-roofing effort described in Section 2 and Attachment 3 of this solicitation with 20 year NDI warranty: \$ \_\_\_\_\_

**Alternate Bid 2:** Lump Sum price for completion of the re-roofing effort described in Section 2 and Attachment 3 of this solicitation with 10 year NDI warranty: \$ \_\_\_\_\_

**(Vendor may bid on any or all of the above items)**

## **ADDENDUM 1, REPLACEMENT PAGE 18 TO ITB 16-0205**

**Bidder's Florida License Number:** \_\_\_\_\_

**Alternate Items:** Bid \_\_\_\_ is \_\_\_\_\_ is not based on use of any alternate items (see provision 6.19 of the attached sample contract).

**Vendors proposed time frame for completion** (NTE 30 calendar days) \_\_\_\_\_ calendar days (County will assume compliance with the not-to-exceed timeframe if nothing is inserted in the designated space).

**Other Items for Completion by Vendor:**

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

### **Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment through the County's VISA - based electronic payment system:

☐ Yes ☐ No

### **Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

### **Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

### **Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: (352) 343-9473

[www.lakegovernment.com](http://www.lakegovernment.com)

### **ADDENDUM NO. 2**

**Date: November 10, 2015**

**Invitation to Bid (ITB) 16-0205**

### **Re-Roofing of the Agricultural Center Building**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**This addendum DOES NOT change the date for receipt of bids or proposals.**

The purpose of this addendum is to provide a confirming response to several vendor inquiries regarding the re-roof process to be utilized. The various questions and response are stated below:

**Inquiry:** In review of the installation documents the top coat is a flood coat of tar & gravel. We would like to submit an option of a torch applied cap sheet in lieu of the tar & gravel. There would be a cost saving to the owner. I'm working with Johns Manville to prepare the documents if you will review my request & can meet the warranty requirements.

**Inquiry:** Will they entertain other options such as a granulated torch applied cap sheet in lieu of the coal tar?

**Inquiry:** We are reviewing the specs for this job and noticed a cold process coal tar flood coat with gravel is specked for this job. I am wondering if this is in fact the system you will be going with? Will you entertain other options such as a granulated cap sheet in lieu of coal tar with gravel? This will determine are ability to bid or not bid this project.



**Response to all the above:** The departmental representative advises "No, we would not want to substitute with a torch down. Coal tar was chosen because of the specific conditions on this roof." The type of roofing to be installed will be as currently specified in the Invitation to Bid.

**Acknowledgement of Addendum:**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

**ATTACHMENT C**  
**PRICING SCHEDULE**

Lump sum price for completion of the Project with 30 year NDL warranty	\$251,000.00
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The parties agree a fixed lump sum price includes the base bid for the Project plus all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.